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IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

EUNICE E. INGRAM
SSN: 029-42-7402
P.O. BOX 42552
CHARLESTON, SC 29423-2552

CHAPTER: 13
CASE NUMBER: 02-04051/B

NOTICE OF SALE OF PROPERTY FREE AND CLEAR OF LIENS

YOU ARE HEREBY NOTIFIED that Eunice E. Ingram, Proposes to sell the property herein described free and clear of all liens and encumbrances according to the terms and conditions stated below.

TAKE FURTHER NOTICE that any response, return and/or objection to this application, should be filed with the Clerk of the Bankruptcy Court no later than 20 Days from service of motion/application and a copy simultaneously served on all parties in interest.

TAKE FURTHER NOTICE that no hearing will be held on this application unless a response, return and/or objection is timely filed and served, in which case, the Court will conduct a hearing on June 24, 2002 at 1:30 P. M., at 145 King Street, Room 225, Charleston, SC 29401. No further notice will be given.

TYPE OF SALE: Private-

PROPERTY TO BE SOLD: Debtor(s) personal residence, lot 15, block A, subdivision Crowfield, TMS#2430209039, Berkeley County, 124 Winding Rock Road, Goose Creek, SC 29445.

PRICE: \$185,000.00 One Hundred Eighty-Five Thousand.

APPRAISAL VALUE: \$135,500.00.

BUYER: Samuel Collins, 6006 Cherri Cobb Lane, Woodstock, GA 30188

PLACE AND TIME OF SALE: Will be decided upon approval of the Bankruptcy Court.

SALES AGENT/AUCTIONEER/BROKER: none

COMPENSATION TO SALES/AUCTIONEER/BROKER/ECT. None

ESTIMATED TRUSTEE'S COMMISSION ON SALE: n/a

LIEN MORTGAGES/SECURITY INTERESTS ENCUMBERING PROPERTY: Citifinancial in the amount of \$174,453.80. Citifinancial advised that their is no 2nd mortgage on the property, nor did the title work reflect a 2nd mortgage.

DEBTOR'S EXEMPTION: no

8/9

PROCEEDS ESTIMATED TO BE PAID TO ESTATE. Any available funds after payoff to mortgage company

SPECIAL STIPULATIONS: Seller is to pay 6% closing cost , but not to exceed \$11,100.00.

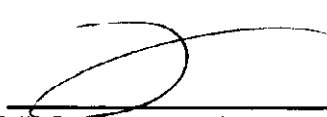
Applicant is informed and believes that it would be in the best interest of the estate to sell said property by private sale. Applicant also believes that the funds to be recovered for the estate from the sale of property justify its sale and the filing of this application.

The court may consider additional offers at any hearing held on this notice and application for sale. The court may order at any hearing that the property be sold to another party on equivalent or more favorable terms.

The trustee or debtor(s) in possession , as applicable, may seek appropriate sanctions or other similar relief against any party filing a spurious objection to this notice and application.

WHEREFORE, applicant request the court issue an order authorizing sale of said property and such other and further relief as may be proper.

Date: May 7, 2008



Felix B. Clayton #167
P.O. Box 62529
N. Charleston, SC 29419-2529
843-569-0230
843-569-1347 fax

RESIDENTIAL — SUBJECT TO FINANCING

1. **PARTIES.** This legally binding contract, entered into on the 3 day of April, 2002, between, Seller: Eunice Ingham and Buyer: Samuel Collins TIN#SS# _____ TIN#SS# _____ Deeded to: _____
2. **PROPERTY TO BE SOLD.** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon (See paragraph 13):
 Lot 15 Block A Section - Subdivision Gardfield TMS# 2430207039 County Berkley
 Address 124 Winding Rock Rd City Groves Creek South Carolina, Zip 29440.
 Seller represents that the property is connected to ☐ public sewer systems or to ☐ septic tank or to ☐ other _____ to ☐ public water or to ☐ well system or to ☐ other _____.
 NO PERSONAL PROPERTY is included in this sale except equipment or appliances that are approved by the Lender, mortgage insurer or guarantor as items which may be included in the valuation of the real estate.
3. **PURCHASE PRICE** shall be _____ Dollars, (\$ 185,000.00).
4. **METHOD OF PAYMENT.** Purchase price shall be paid as follows:
 (a) Down Payment. Buyer shall pay on or before closing by cash, or by certified or cashier's check, \$ 1,000.00
 (b) Mortgage Loan. Buyer shall pay at closing from the proceeds of a _____ loan, \$ _____
 (c) Plus any VA Funding Fee or FHA-MIP or PMI to be financed, \$ 184,000
 (d) Total Loan Amount _____
5. **MORTGAGE LOAN.** Buyer's obligation is contingent on Buyer obtaining said loan. Buyer shall apply for said loan from C.A.R.E. MTS (Lender) within 60 days from the ratification of this contract. Should the Buyer fail to make loan application within said period and to diligently pursue the application, the Seller shall have the option to terminate this agreement, with written notice, and shall have the option of pursuing any remedy provided by law. (See paragraphs 13 and 19).
6. **CLOSING DATE** shall be 5/10/02. Closing attorney or closing agent shall be _____.
7. **POSSESSION.** Seller shall give possession to the Buyer, subject to any existing tenant's rights and/or management agreements, on or before Closing provided title has passed. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate rental agreement to be executed prior to closing or occupancy.
8. **SPECIAL STIPULATIONS.** These stipulations shall preempt printed matter herein:
* Seller to pay 6% closing cost not to exceed 11,100.00
9. **RECEIPT OF EARNEST MONEY.** This offer is accompanied by an earnest money deposit of \$ 1000.00. Buyer and Seller authorize Listing Broker, as Escrow Agent, to hold earnest money in trust and in a non-interest bearing escrow account, and to disburse same in accordance with the terms of this instrument and hereby release Escrow Agent from all liability for such action. Earnest money paid by: Cash ☐ Check ☒ Other _____. All monies received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer. If any contingency of this contract cannot be satisfied by no fault of the purchaser, the earnest money will be refunded. Listing Broker is _____ Cooperating Broker is _____.
10. **CONDITION OF PROPERTY. A. INSPECTION:** Buyer, at Buyer's expense, shall have the privilege and responsibility of inspecting: the structure; square footage; environmental concerns, including but not limited to hazardous waste, wetland study, and radon gas; appurtenant buildings; heating and air conditioning electrical and plumbing systems as well as built-in or appurtenant equipment and appliances. Buyer shall notify Seller or listing agent in writing, by 12:00 noon on 5/10/02 of any deficiencies revealed by inspection. If Buyer fails to notify Seller or listing agent of the results of such inspections on or before day stipulated, Buyer shall be deemed to have waived the privilege of any inspections. Subject to the limitations of paragraph C, Seller shall repair any deficiencies revealed by inspections on or before closing.
B. WOOD INFESTATION REPORT:
 1) Home Previously Occupied: If the property to be sold has been previously occupied, the Buyer or the Seller shall obtain and disclose a current Official Wood Infestation Report (CL-100) from a licensed pest control operator, on or before _____, to be paid by ☐ Buyer ☐ Seller. Cost of report not to exceed \$ _____. Buyer acknowledges that such report specifically excludes hidden areas and areas not readily accessible. The inspection for fungi and fungi damage commonly called water damaged wood, rot or decay is limited to the crawl space portion of the building. The Wood Infestation Report will cover residential dwelling(s) and attached garages only. The Seller makes no warranties with regard to matters covered by such report or any other improvements unless specifically stated in this agreement. Should the Wood Infestation Report reveal the presence of, or damage by termites or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish Buyer with a report of a qualified inspector(s) (builder, plumber, pest control operator, etc.) that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.
 2) New Home: If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.
C. COSTS: The costs of all repairs including but not limited to those required by contract, CL 100, Buyer inspections, lender or underwriter to be paid by Seller shall not exceed \$ _____. If said repairs exceed the agreed amount, and if Seller refuses to pay any sum in excess, the Buyer may elect one of the following options:
 1) Either void this agreement (in such case, Buyer's earnest monies shall be returned to Buyer, and neither party shall have any further rights hereunder), or
 2) Accept the Seller's repairs up to the agreed amount if acceptable to lender and/or underwriting institution. In such case, Buyer agrees to accept the property with any remaining deficiencies without recourse against Seller, cooperating or listing brokers or their agents.
D. REPAIRS: Seller and Buyer agree that all work performed in accordance with this contract shall be done in a workmanlike manner on or before date of closing.
E. APPLICABLE TO BUILDINGS BUILT BEFORE 1978: Check one of the following:
☐ 1) This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based hazards at the Buyer's expense until 9 p.m. on the tenth day after ratification of the contract or by _____, 19____, until 9 p.m. (infect lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.) This contingency will terminate at the above predetermined deadline unless Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after delivery of the notice, elect in writing whether to correct the condition(s) prior to settlement. If the Seller so elects to correct the condition, the seller shall furnish the Buyer with certification from a risk assessor inspector demonstrating that the condition has been remedied before the date of the settlement. Failure by Seller to respond within the stated time period shall constitute election by seller not to correct the conditions, which election shall be deemed to have been given on the last day of the applicable period. If the Seller does not elect to make repairs, or if the Seller makes a counter-offer within the allowed time period, the Buyer shall have _____ days either to respond to the counter-offer or to remove this contingency as appropriate and take the property in "as-is" condition, and if Buyer fails to act within the allowed time this contract shall terminate. The Buyer without cause may remove this contingency by written notice to the Seller at any time prior to termination of this contract.
 (Buyer's initials) SC (Seller's initials) SC
☐ Or, 2) After having considered the possible need for a risk assessment or inspection for lead-based paint and/or lead-based paint hazards, Buyer waives the opportunity to conduct such assessment and/or inspection.
 (Buyer's initials) SC (Seller's initials) SC
- F. **DISCLAIMER:** With the exception of a new home being sold by a builder where the builder's warranty applies and except (1) as stated at sub-paragraphs B through E of this section or (2) as specifically provided herein, the Buyer acknowledges that the Seller gives no guaranteed or warranty of any kind, expressed or implied, as to the physical condition of the property or of the conditions or existence of improvements, services, appliances or systems serving the property or as to merchantability or to the fitness for a particular purpose as to the property or improvements thereon, and any express or implied warranty is hereby disclaimed by the Seller.

Sam Collins
 6006 Cherri Cobb Ln.
 Woodstock, GA

30188



Form #100 / Rev. 02/98

ORIGINAL



10. **CONDITION OF PROPERTY. (Continued)**

G. MAINTENANCE: Seller agrees to maintain the property, including lawn, shrubbery and grounds, until the day of closing or possession, whichever comes first. Unless otherwise agreed herein, Seller shall deliver the premises with no broken window panes, no missing screens, and with no missing or broken hardware, lighting, plumbing fixtures. After any inspection by Buyer and after repairs have been made as a result of such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing and electrical systems as well as built-in or apartment equipment and appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or possession, whichever occurs first. Buyer has the privilege and responsibility to verify that the property has been maintained.

11. **ENTIRE AGREEMENT.** This written instrument, including the additional terms and conditions set forth, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein.

12. **REAL PROPERTY** to be sold unless otherwise agreed herein, includes all fixtures, equipment and improvements of any kind which are now attached to or appurtenant to the premises, such as shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, TV antennas, clothesline poles, curtain/drapery rods, ceiling fans, attic hot mirrors, light bulbs, and built-in fireplace inserts, as well as all built-in items, including but not limited to, equipment, appliances, cabinets, furniture and shelves.

13. **LOAN APPLICATION.** The aforementioned loan shall be secured by the real property described herein. Buyer shall endeavor in good faith to obtain said loan and when requested by lender shall supply all necessary information and sign the customary loan applications, forms and instruments and shall pay a non-refundable appraisal fee and credit report fee. If Buyer's loan application is rejected for a cause that cannot reasonably be cured, or if a commitment for said financing cannot reasonably be obtained by specified closing date, or a reasonable length of time thereafter, Buyer shall be deemed unable to obtain said loan. In such case, either Buyer or Seller may terminate this agreement and both will execute a release of contract. The Escrow Agent shall then refund earnest money to Buyer.

14. **APPRAISAL FOR CONVENTIONAL LOANS.** In the event the appraised value of the herein described property is less than stipulated purchase price, the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. Should the Seller elect not to sell for the appraised value, the Buyer shall have an option to proceed with the consummation of the sale without regard to the amount of the appraised valuation.

15. **CLOSING COSTS,** including all loan charges, escrow deposits and prepaid recurring items, shall be paid as follows:
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of the property, and all costs necessary to deliver a marketable title, including recording of satisfaction and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender.

16. **PRORATIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. The amount of the property taxes shall be estimated by closing attorney or agent, using best information available. Prorations at closing shall be final.

17. **ENCUMBRANCES AND RESTRICTIONS.** Seller shall convey marketable and insurable title to Buyer, in fee simple, free from all liens, except those Buyer has agreed to assume. Buyer agrees to accept property subject to: (1) existing zoning and governmental restrictions; (2) owner association assessments, if applicable; and (3) restrictive covenants and easements of record, provided they do not materially affect present use of said property. If Seller is unable to convey marketable and insurable title without a court action, or incurring any unusual expense or within 30 days after herein specified closing date, Buyer or Seller shall have the option of terminating this contract by giving written notice to the other. In such case, Seller shall pay Actual Costs Incurred (see paragraph 20). Escrow agent shall then refund earnest money to Buyer.

18. **RISK OF LOSS OR DAMAGE** to property by fire or other casualty until day of closing shall be the responsibility of the Seller. In such case, Seller shall have the option of restoring property to its present condition within 30 days after herein specified closing date, with date of closing and possession to be extended accordingly. If property is not restored within said period, either party shall have the right to terminate this contract by written notice to the other. In such case both parties shall execute a written release of the other from this contract, and the Seller shall pay the Actual Cost Incurred (see paragraph 20).

19. **DEFAULT.** Buyer's or Seller's failure to perform any covenant of this contract constitutes default and subject to the agreement, if any, to resolve disputes through mediation as provided herein, the other may elect to seek any remedy provided by law or terminate this contract with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If termination is because of a default by Buyer, Seller shall have the option of pursuing any remedy provided by law, and, in addition, the Escrow Agent shall retain half the balance of the earnest money deposit (not to exceed the amount of commission due for this sale) and divide same equally with the cooperating firm. The remainder shall be paid to the Seller. If termination is because of default by Seller, the Seller shall pay the Actual Cost Incurred (paragraph 20). If either Buyer or Seller refuses to execute release, Escrow Agent will hold earnest money in trust until said releases are executed or until the court dictates legal disposition, or the statute of limitations terminates the parties' cause for action.

20. **ACTUAL COSTS INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination and Broker's fee or commission for this sale.

21. **COMMISSION RATES OR FEES.** Real estate commission rates or fees are not fixed by law or custom and not controlled, suggested, recommended, or maintained by the Charleston Trident Association of REALTORS®, Inc. or the Charleston Trident Multiple Listing Service, Inc. Compensation for services rendered is solely a matter of negotiation between Broker and client.

22. **PERSONS BOUND.** The benefits and obligations of this contract shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular shall include plural, and use of any gender shall include all.

23. **MEDIATION CLAUSE.** Any dispute or claim between the Buyer and Seller arising out of or relating to this contract, the breach of this contract, or the services provided in relation to this contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System. Disputes shall include representations made by the Buyer, Seller, or any broker or other person or entity in connection with the sale, purchase, financing, conditions or other aspect of the property to which this contract pertains, including, without limitation except as specifically set forth below, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate or family court. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

By initiating in the place below, you hereby acknowledge that you have received, read and understand the standard announcement brochure for the Homesellers/Homebuyers Dispute Resolution System and agree to submit disputes as described above to mediation in accordance with the Homesellers/Homebuyers Dispute Resolution System.

(Buyer's Initials)

(Seller's Initials)

This is a legally binding contract. Both Buyer and Seller should seek further assistance if the contents are not understood.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

AGENCY: A separate agency disclosure form required by the South Carolina Real Estate Commission is attached hereto.

Both Buyer and Seller acknowledge that they have read items #1-23 of this contract
- FHA or VA Financing requires separate addendum.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Witness: _____	Date: _____	Buyer: <u>Lamont Collins</u>	Date: _____
Witness: _____	Date: _____	Buyer: _____	Date: _____
Witness: _____	Date: _____	Seller: <u>Emilia Ingram</u>	Date: _____
Witness: _____	Date: _____	Seller: _____	Date: _____